

[Signature]

Revised 1/03

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Alliance For Aging, Inc.

Contract #PA 329

Effective Date:

January 1, 2003

Expiration Date:

February 29, 2004

Contract Purpose/Description: Approval of Amendment #001 to Contract #PA-329, Master Agreement, between the Alliance For Aging, Inc. (Area Agency on Aging for Miami-Dade and Monroe Counties) and the Monroe County Board of County Commissioners/Monroe County Social Services (Monroe County In Home Service Program/Monroe County Nutrition Program).

Contract Manager:

Deloris Simpson
(Name)

Deloris Simpson
12/29/03

4589

(Ext.)

Social Services/Stop 1

(Department/Stop #)

For BOCC meeting on 01/21/2004

Agenda Deadline:

01/06/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ -0-

Current Year Portion: \$

Budgeted? Yes No X

Account Codes:

Grant: \$ -0-

County Match: \$ -0-

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr

For:

(Not included in dollar value above)

(eg. Maintenance, utilities, janitorial, salaries, etc)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	12/29/03	Yes <input checked="" type="radio"/> No	<i>J. Mallard</i>	12/29/03
Risk Management	12/29/03	Yes <input checked="" type="radio"/> No	<i>R. L. Luma</i>	12/29/03
O.M.B./Purchasing	12/29/03	Yes <input checked="" type="radio"/> No	<i>Sal Espinoza</i>	12/30/03
County Attorney	1/05/04	Yes <input checked="" type="radio"/> No	<i>Sheth</i>	1/05/04

Comments:

This AMENDMENT, entered into by the Alliance for Aging, Inc., hereinafter referred to as the "Alliance", and the **Monroe County Board of Commissioners**, hereinafter referred to as the "recipient", amends Master Agreement # PA329.

The purpose of this amendment is to extend the term of the agreement.

1. Section III., paragraph A., sub-paragraph 1., is hereby amended to read:

1. This agreement shall begin on January 1, 2003, or on the date on which the agreement has been signed by both parties, whichever is later, and shall end on February 29, 2004.

This amendment shall be in effect from the last date that the amendment has been signed by both parties.

All provisions in the agreement and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the agreement.

This amendment and all of its attachments are hereby made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this 1 page amendment to be executed by their officials thereunto duly authorized.

Recipient:

ALLIANCE FOR AGING, INC.

SIGNED BY: _____

SIGNED BY: _____

NAME:

NAME: STEVEN WEISBERG, M.S.

TITLE:

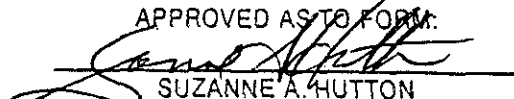
TITLE: PRESIDENT/CEO

DATE: _____

DATE: _____

FEDERAL ID NUMBER: 59-6000749
RECIPIENT FISCAL YEAR END: 09/30

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 12/19/03

**ALLIANCE FOR AGING, INC.
AREA AGENCY ON AGING FOR MIAMI-DADE AND MONROE COUNTIES
MASTER AGREEMENT**

THIS MASTER AGREEMENT is entered into between the **Alliance for Aging, Inc.**, hereinafter referred to as the "Alliance", and **Monroe County Board of Commissioners**, hereinafter referred to as the "recipient".

All contracts executed between the recipient and the Alliance shall be subject to the conditions set forth in this agreement for the duration of the contract period(s). Any and all contracts executed between the recipient and the Alliance during the effective period of this agreement will incorporate this agreement by reference and shall be governed in accordance with the laws, statutes, and other conditions set forth in this agreement.

The parties agree:

I. Recipient Agrees:

- A. 1. To provide services according to the conditions specified in any contract(s) with the Alliance during the period this agreement is in effect.
2. This agreement covers all services provided by the recipient under contract with the Alliance.
3. To provide services in compliance with the provisions of the Department of Elder Affairs' Home and Community-Based Services Handbook.

B. Federal Laws and Regulations:

1. The recipient shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
2. The recipient shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15). The recipient shall report any violations of the above to the Alliance.
3. The recipient must, prior to execution of this agreement, complete the Certification Regarding Lobbying form, **ATTACHMENT I**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Alliance's contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Alliance's contract manager.
4. The recipient must, prior to execution of this agreement, complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts, **ATTACHMENT II**.
5. The recipient shall comply with the provisions of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) code, 29 CFR, Part 1910.1030.

C. Civil Rights Certification:

The recipient gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance. The recipient agrees to complete the Civil Rights Compliance Questionnaire, DOEA forms 101 A and B, if services are provided to clients and if fifteen (15) or more persons are employed. For recipients employing less than 15 persons, the Alliance requests completion of the Civil Rights Compliance Questionnaire.

The recipient assures it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefitting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs in programs and activities receiving or benefitting from federal financial assistance.
6. The Americans with Disabilities Act of 1990, 42 USC 12101, et. seq., which prohibits discrimination against, and provides equal opportunities for individuals with disabilities, in employment, public services, and public accommodations.
7. All regulations, guidelines, and standards as are now or may be lawfully adopted pursuant to the above statutes.
8. The recipient shall establish procedures to handle complaints of discrimination involving services or benefits through this contract. The recipient shall advise clients, employees, and participants of the right to file a complaint, the right to appeal a denial or exclusion from the services or benefits from this contract, and their right to a fair hearing. Complaints of discrimination involving services or benefits through this contract may also be filed with the Secretary of the Department of Elder Affairs or the appropriate federal or state agency.
9. The recipient agrees that compliance with these assurances is a condition of continued receipt of or

benefit from federal financial assistance, and that it is binding upon the recipient, its successors, transferees, and assignees for the period during which such assistance is provided. The recipient further assures that all subrecipients, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the recipient understands that the Alliance and/or the Department of Elder Affairs may, at their discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

D. Requirements of Section 287.058, Florida Statutes:

For all contracts covered by this agreement, the recipient agrees:

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. Expenditures prohibited from state funds unless expressly provided by law include, but are not limited to:
 - (a) Congratulatory telegrams;
 - (a) Flowers and/or telephone condolences;
 - (c) Presentation of plaques for outstanding service;
 - (d) Entertainment for visiting dignitaries;
 - (e) Refreshments such as coffee and doughnuts;
 - (f) Decorative items (globe, statues, potted plants, picture frames, wall hangings, etc.);
 - (g) Greeting Cards (section 286.27, F.S.);
 - (h) Alcoholic beverages;
 - (i) Portable heaters and fans, refrigerators, stoves, microwave ovens, coffee pots, coffee mugs, etc.;
 - (j) Clocks for private offices;
 - (k) Meals, except those served to inmates and clients of State Institutions.
 - (l) Lobbying expenses (see Section I., paragraph L. of this agreement)
2. To follow the policies of the Department of Elder Affairs regarding any and all business travel pursuant to this agreement and to submit bills for any travel expenses in accordance with section 112.061, Florida Statutes. The State Comptroller approved Reimbursement of Travel Expenses form, or an equivalent form developed by the recipient, must be completed for all travel funded by contract(s) covered by this agreement. Receipts for car rental, air fare, lodging, and incidental expenses allowed by statute are required documentation to be retained on file to support expenditures. Conference and convention travel require an agenda. Conference, convention, and out-of-state travel funded by contracts covered by this agreement require written authorization from the appropriate authority at the department. Per diem and meal reimbursement will be paid in accordance with the time periods and rates specified in the statutes.
3. To provide units of deliverables, including reports, findings, and drafts as specified in the contracts, the contract attachments, and the service applications developed by the recipient, to be received and accepted by the contract manager prior to payment.

4. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the recipient in conjunction with this agreement and any contracts incorporating this agreement by reference. It is expressly understood that substantial evidence of the recipient's refusal to comply with this provision shall constitute a breach of contract.
5. To develop procurement procedures for all services purchased pursuant to contracts and subcontracts subject to this agreement in accordance with state and federal regulations that encourage competition and promote a diversity of contractors for services for the elder consumers.

E. Withholdings and Other Benefits:

The recipient is responsible for Social Security and Income Tax withholdings.

F. Indemnification:

If the recipient is a state or local governmental entity, pursuant to subsection 768.28(18) Florida Statutes, the provisions of this section do not apply.

1. Recipient agrees it will indemnify, defend, and hold harmless the Department of Elder Affairs and the Alliance and all of their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect or omission, action in bad faith, or violation of federal or state law by the recipient, its agents, employees, or subrecipients during the performance of all contracts incorporating this agreement by reference, whether direct or indirect, and whether to any person or property to which the Department, the Alliance or said parties may be subject, except neither recipient nor any of its subrecipients will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department, the Alliance or any of their officers, agents, or employees.
2. Recipient's obligation to indemnify, defend, and pay for the defense or, at the Department's option, to participate and associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to recipient. Recipient's inability to evaluate liability or its evaluation of liability shall not excuse recipient's duty to defend and indemnify the Department, upon notice by the Department. Notice shall be given by registered or certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by recipients. Recipient shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify recipient of a claim shall not release recipient of the above duty to defend.
3. It is the intent and understanding of the parties that the recipient nor any of its subrecipients are employees either of the Department or the Alliance and shall not hold themselves out as employees or agents of either agency without specific authorization from them. It is the further intent and understanding of the parties that neither the Department nor the Alliance control the employment practices of the recipient and shall not be liable for any wage and hour, employment discrimination,

or other labor and employment claims against the recipient, or its subrecipients.

G. Insurance and Bonding:

1. To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the effective period of any and all contracts incorporating this agreement by reference. The recipient accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the recipient and the clients to be served under contracts incorporating this agreement by reference. Upon execution of each contract covered under this agreement, the recipient shall furnish the Alliance written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department of Elder Affairs and the Alliance reserve the right to require additional insurance where appropriate.
2. To furnish an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the recipient authorized to handle funds received or disbursed under all contracts incorporating this agreement by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.
3. If the recipient is a state agency or subdivision as defined by section 768.28, Florida Statutes, the recipient shall furnish, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes. (See also Indemnification clause.)

H. Abuse Neglect and Exploitation Reporting:

In compliance with Chapter 415, F.S., an employee of the recipient who knows, or has reasonable cause to suspect, that a child, aged person or disabled adult is or has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the State of Florida's central abuse registry and tracking system on the statewide toll-free telephone number (1-800-96 ABUSE).

I. Transportation Disadvantaged:

If clients are to be transported under any contracts incorporating this agreement, the recipient will comply with the provisions of Chapter 427, Florida Statutes, and Rule Chapter 41-2, Florida Administrative Code.

J. Purchasing:

Procurement of Products or Materials with Recycled Content

Any products or materials which are the subject of, or are required to carry out any contracts under this agreement shall be procured in accordance with the provisions of Section 403.7065 and 287.045, Florida Statutes.

K. Sponsorship:

1. As required by section 286.25, F.S., if the recipient is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through contracts executed in accordance with this agreement, it shall in publicizing, advertising or describing the sponsorship of the program, state: "Sponsored by **Monroe County Board of Commissioners**, the State of Florida, Department of Elder Affairs and the Alliance for Aging, Inc.". If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs and the Alliance for Aging, Inc." shall appear in the same size letters and type as the name of the organization. The recipient shall also display a graphic of the department's logo on all printed material. This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.
2. If the recipient is a governmental entity or political subdivision of the state, the Department and the Alliance request compliance with the conditions specified above.
3. The recipient shall not use the words "The State of Florida, Department of Elder Affairs and the Alliance for Aging, Inc." to indicate sponsorship of a program otherwise financed unless specific authorization has been obtained by the Alliance prior to use.

L. Use of Funds For Lobbying Prohibited:

To comply with the provisions of Section 216.347, Florida Statutes, which prohibit the expenditures of contract funds for the purpose of lobbying the Legislature, a judicial branch or a state agency.

M. Public Entity Crime - Applicable only to state agencies or political subdivisions of the state:

Denial or revocation of the right to transact business with public entities. It is the intent of the legislature to place the following restrictions on the ability of persons convicted of public entity crimes to transact business with the Department of Elder Affairs, or the Alliance as the pass through agent for the department, pursuant to section 287.133, F.S.:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The recipient agrees that compliance with this statute is a condition of receipt or benefit from state or federal funds and it is binding upon the recipient, it's successors and transferees during the period of this agreement. The recipient further assures that the recipient, it's officers, directors, senior management, partners, employees or agents have not been convicted of any public entity crimes within the last 36 months. If the recipient or any of its officers or directors are convicted of a public

entity crime during the period of this agreement, the recipient shall notify the Department of Elder Affairs and the Alliance immediately. Non-compliance with this statute shall constitute a breach of contract.

N. Employment

If the recipient is a non-governmental organization, it is expressly understood and agreed the recipient will not knowingly employ unauthorized alien workers. Such employment constitutes a violation of the employment provisions as determined pursuant to section 274A(e) of the Immigration Nationality Act (INA), 8 U.S.C. s.1324 a (e) ("section 274A(e)"). Violation of the employment provisions as determined pursuant to section 274A(e) shall be grounds for unilateral cancellation of any and all contracts incorporating this agreement by reference.

O. Audits and Records:

1. To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Alliance under all contracts under this agreement. Recipient agrees to maintain records including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for service cost reports and for administrative expenses itemized for reimbursement. This documentation will be made available upon request for monitoring and auditing purposes.
2. To assure these records shall be subject at all reasonable times to inspection, review, audit, copy, or removal from premises by state personnel and other personnel duly authorized by the Alliance, the Department of Elder Affairs, or by federal personnel, if applicable.
3. To maintain and file with the Alliance such progress, fiscal and inventory and other reports as the Alliance may require within the period of this agreement. Such reporting requirements must be reasonable given the scope and purpose of the contracts incorporating this agreement by reference.
4. To submit management, program, and client identifiable data as specified by the Department of Elder Affairs and/or the Alliance. To record and submit program specific data in accordance with Department of Elder Affairs Client Information Registration and Tracking System (CIRTS) Policy Guidelines.
5. To provide a financial and compliance audit to the Alliance as specified in **ATTACHMENT III** and to ensure all related party transactions are disclosed to the auditor.
6. To include these aforementioned audit and record keeping requirements, including **Attachment III**, in all approved subcontracts and assignments.
7. The recipient agrees to provide client information and statistical data for research and evaluative purposes when requested by the Department of Elder Affairs and/or the Alliance.
8. To provide to the Alliance all fiscal information regarding services contracted pursuant to this agreement using the application required by the Department of Elder Affairs.

P. Retention of Records:

1. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to each contract covered under this agreement for a period of five (5) years after termination of the contract(s), or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. These records may be subject to additional retention requirements set by law.
2. Persons duly authorized by the Department of Elder Affairs, the Alliance or federal auditors, pursuant to 45 CFR, Part 92.42(e), (1), and (2), shall have full access to and the right to examine or duplicate any of said records and documents during said retention period or as long as records are retained, whichever is later.

Q. Monitoring and Incident Reporting:

1. The recipient will provide progress reports, including data reporting requirements as specified by the Department of Elder Affairs to be used for monitoring progress or performance of the contractual services as specified in the area plan submitted by the Alliance to the department as well as in the service application submitted by the recipient to the Alliance. Following the norms set down by the Department of Elder Affairs, the Alliance will establish performance standards for recipients with weights assigned to each standard. Standards will be tracked monthly by Alliance staff through desk reviews of available fiscal, CIRTS, and research production reports and any other system or process designated by the department. This information will allow staff to determine if on-site monitoring of the recipient is necessary. Examples of review criteria are surplus/deficit, independent audits, internal controls, reimbursement requests, subrecipient monitoring, targeting, program eligibility, outcome measures, service provision to clients designated as "high risk" by the Department of Children & Families, Adult Protective Services program, data integrity, co-payments, client satisfaction, correspondence, and client file reviews.
2. The Alliance will perform administrative and programmatic monitoring of the recipient to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.
3. To permit persons duly authorized by the Department of Elder Affairs or the Alliance to inspect any records, papers, documents, facilities, goods and services of the recipient which are relevant to contracts incorporating this agreement by reference, or to the mission and statutory authority of the Department or the Alliance, and to interview any consumers and employees of the recipient to be assured of satisfactory performance of the terms and conditions of the contract(s). Following such inspection the Department or the Alliance will deliver to the recipient a list of its concerns with regard to the manner in which said goods or services are being provided. The recipient will rectify all noted deficiencies provided by the Department or the Alliance within the time set forth, or provide either the Department or the Alliance with a reasonable and acceptable justification for the recipient's failure to correct the noted shortcomings. The Department or the Alliance shall determine whether such failure is reasonable and acceptable. The recipient's failure to correct or justify deficiencies within a reasonable time as specified by the Department or the Alliance may result in either agency taking any of the actions identified in Section III., C., Enforcement, or deeming the recipient's failure to be a

breach of contract.

4. The recipient will notify the Alliance within 24 hours of conditions related to performance that could impair continued service delivery. Reportable conditions may include:
 - proposed consumer terminations
 - recipient financial concerns/difficulties
 - service documentation problems
 - contract non-compliance
 - service quality and consumer complaint trends.

Recipient will provide the Alliance with a brief summary of the problem(s) and proposed corrective action plans and time frames for implementation.

R. Safeguarding Information:

Except as provided for Alliance auditing and monitoring purposes, not to use or disclose any information concerning a consumer who receives services under contracts incorporating this agreement by reference or subsequent contracts for any purpose not in conformity with state and federal regulations (45 CFR, Part 205.50), except upon written consent of the consumer, or the consumer's authorized representative.

S. Assignments and Subcontracts:

1. Alliance approval of the service application presented by the recipient shall constitute Alliance approval of the recipient subcontracts if the subcontracts follow the service and funding information identified in the service application. The recipient must submit all contracts for services under the service application to the Alliance for prior approval when the proposed subrecipient is a profit making organization. No such approval by the Alliance of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Alliance in addition to the total dollar amount agreed upon in contracts covered by this agreement. All assignments or subcontracts shall be subject to the conditions of this agreement and the contracts incorporating it by reference and to any conditions of approval the Alliance shall deem necessary.
2. If the recipient deems a service provider to be a vendor rather than a subrecipient, as defined in OMB Circular A-133, subpart B, section .210, this determination must be documented in writing. When a vendor relationship is identified, a contract with all of the terms and conditions set forth in this agreement is not required. However, a written agreement outlining services to be performed and conditions for procurement, receipt and payment for services, in compliance with the contracts covered by this agreement, is required. The recipient is responsible for assuring program compliance and performance, and any applicable conditions of this agreement and the contracts covered by it, that were not passed down to subrecipients and vendors.

T. Return of Funds:

1. To return to the Alliance any overpayments due to unearned funds or funds disallowed pursuant to the terms of all contracts for which funds were disbursed to the recipient by the Alliance.

- a. The recipient shall return any overpayment to the Alliance within forty (40) calendar days after either discovery by the recipient, or notification by the Alliance, of the overpayment.
 - b. In the event the recipient or its independent auditor discovers an overpayment has been made, the recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Alliance. In the event the Alliance first discovers an overpayment has been made, the Alliance will notify the recipient by letter of such a finding.
 - c. Overpayments to subrecipients due to unallowable or un-allocable expenses or to vendors or subrecipients due to billing discrepancies must be returned to the Alliance under the same terms and conditions as this section. Information indicating recipients have been overpaid as a result of over-budgeting on the unit cost methodology can be used by the Alliance to negotiate lower rates in subsequent years. Continuous overpayment to recipients due to over budgeting may result in a demand for repayment to the Alliance under the same terms and conditions of this section. Repayment received by the Alliance shall be reported to the Department of Elder Affairs and may be either re-allocated to other subrecipient(s) or returned to the department, at the department's discretion.
2. Should repayment not be made in a timely manner, the Alliance will charge interest of one (1) percent per month compounded on the outstanding balance forty (40) calendar days after the date of notification or discovery.

U. Data Integrity:

Pursuant to the accounting and reporting requirements for federal grants management in OMB Circulars A-102 and A-110, which requires certification of data integrity for any procurement document, the recipient must, prior to execution of this agreement, complete the Data Integrity Certification form, **ATTACHMENT IV**.

In the event a data integrity issue results in a delay of service, the recipient agrees to execute their agency disaster plan to ensure the delivery of service(s) continues.

V. Conflict of Interest:

The recipient hereby agrees to develop and implement a policy to ensure that its employees, board members, management and subrecipients, will avoid any conflict of interest or the appearance of a conflict of interest when disbursing or using the funds described in this agreement or when contracting with another entity which will be paid by the funds described in this agreement. The recipient's board members and management must disclose to the Alliance any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of this agreement. The recipient's employees and service subrecipients must make the same disclosures described above to the recipient's board of directors.

W. Successors and Transferees:

This agreement and its attachments are binding on the recipient and its successors and transferees.

II. The Alliance Agrees:**A. Contract Payment:**

Unless otherwise stated in the contract(s) covered by this agreement between the Alliance and recipient, payments made by the Alliance to the recipient must be within seven (7) working days after receipt by the Alliance of full or partial payments from the Department of Elder Affairs in accordance with section 287.0585, F.S.. Failure to pay within seven (7) working days will result in a penalty charged against the Alliance and paid to the recipient in the amount of one-half of one (1) percent of the amount due, per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

B. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

III. Recipient and Alliance Mutually Agree:**A. Effective Date**

1. This agreement shall begin on January 1, 2003 or on the date on which the agreement has been signed by both parties, whichever is later, and shall end on December 31, 2003.
2. All contracts executed between the Alliance and the recipient during the effective period of this agreement shall reference this agreement by number, incorporating it therein, and shall be governed by the conditions of this agreement for the duration of the contract period(s).

B. Termination:

1. Termination at Will

Any contract(s) covered by this agreement and incorporating it by reference may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event the recipient terminates a contract at will, the recipient agrees to submit, at the time it serves notice of the intent to terminate, a plan which identifies procedures to ensure services for consumers pursuant to this agreement or any subcontract will not be interrupted or suspended by the termination. In the event that an agreement between the recipient and a subrecipient is terminated, the recipient shall require the subrecipient to submit to the recipient and the Alliance, a similar plan ensuring services to consumers will not be interrupted or suspended by the termination.

2. Termination Because of Lack of Funds

In the event funds to finance any contract(s) under this agreement become unavailable, the Alliance may terminate the affected contract or contracts upon no less than twenty-four (24) hours notice in writing to the recipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Alliance shall be the final authority as to the availability of funds.

3. Termination for Breach

Unless the breach is waived in writing by the Department of Elder Affairs and/or the Alliance as the local agent for the department, or, if the recipient fails to cure the breach within the time specified by the Department/Alliance, the Department/Alliance may, by written notice to the recipient, terminate the contract(s) incorporating this agreement by reference upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department of Elder Affairs may employ the default provisions in Chapter 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of any one contract covered by this agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of other contracts covered under this agreement. The provisions herein do not limit the Department's or the Alliance's right to remedies at law or to damages of a legal or equitable nature.

C. Enforcement:

1. The Department of Elder Affairs, or the Alliance acting on its behalf may, in accordance with section 430.04, Florida Statutes, take intermediate measures against the recipient, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more programs, placement of the recipient on probationary status, imposing a moratorium on recipient action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120 Florida Statutes, if the department or the Alliance acting on its behalf finds that:
 - an intentional or negligent act of the recipient has materially affected the health, welfare, or safety of consumers served pursuant to this agreement, or substantially and negatively affected the operation of services covered under this agreement.
 - the recipient lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.
 - the recipient has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Department, or the recipient has committed or repeated violations of Department standards.
 - the recipient has failed to continue the provision or expansion of services after the declaration of a state of emergency.
 - the recipient has failed to adhere to the terms of this agreement or the terms of any contract(s) covered by this agreement and incorporating it by reference.

2. In making any determination under this provision the Department of Elder Affairs may rely upon the findings of another state or federal agency, or other regulatory body. Any claim for breach of contract is exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Leon County. Before the Department formally rescinds the designation of the provider or initiates any intermediate measure, or either party commences equitable or legal action of any sort, both parties agree to engage in informal mediation through a meeting of each party's representative at a place and location designated by the Department.
3. In making any determination under this provision for intermediate measures, the department or the Alliance acting on its behalf, will be guided by the measures and options as set forth in **ATTACHMENT VI**. The purpose of the options set forth in **ATTACHMENT VI** is to give notice to the recipient of the range of intermediate measures which would normally be imposed for violations as set forth in this provision. This range of intermediate measures is based upon a single violation of each provision listed. Multiple violations of the same provision will be grounds for enhancement of intermediate measures. The department, or the Alliance acting on its behalf, is entitled to deviate from the range of intermediate measures provided in **ATTACHMENT VI** upon a showing of circumstances presented to the department and/or the Alliance prior to the imposition of an intermediate measure. Such circumstances which may be considered for enhancement or reduction of intermediate measures include, but are not limited to:
 - a. History of previous violations.
 - b. The magnitude and scope of the damage inflicted upon the general public.
 - c. The lack of danger to the public health, safety and welfare.
 - d. The degree of financial hardship incurred by the recipient as a result of the imposition of intermediate measures.
 - e. Corrective active taken by the recipient.
 - f. Steps taken by the recipient to ensure the non-occurrence of similar violations in the future.

D. Notice and Contact:

1. The name, address and telephone number of the Alliance for this agreement is:

Steven Weisberg
9500 South Dadeland Boulevard, Suite 400
Miami, Florida 33156
(305) 670-6500 SC 455-6500
2. The name, address and telephone number of the recipient of the program under this agreement is:

Monroe County Board of Commissioners
1100 Simonton Street
Key West, FL 33040
(305) 292-4573

3. The name of the contact person, street address and telephone number where financial and administrative records are maintained:

Louis LaTorre
1100 Simonton Street
Key West, FL 33040
(305) 292-4573

E. Renegotiation or Modification:

1. Modifications of provisions of this agreement and of any and all contract(s) incorporating this agreement by reference shall only be valid when they have been reduced to writing and duly signed. The parties agree to renegotiate this agreement and any affected contracts if revisions of any applicable laws or regulations make changes in this agreement necessary.
2. The rate of payment and the total dollar amount may be adjusted retroactively for any contract(s) incorporating this Master Agreement by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department of Elder Affairs operating budget.

F. Health Insurance Portability and Accountability Act (HIPAA) of 1996

The Alliance and the recipient will comply with all requirements of the Health Insurance Portability Act (HIPAA) of 1996. The Alliance and the recipient recognize that each may be a "Business Associate" of the other under the terms of HIPAA. As such and to the degree these apply, each agrees to the terms as written in **ATTACHMENT VII**.

IV. The Recipient agrees to the Following Special Provisions:

A. Property

1. Non-expendable property is defined as tangible property of a non-consumable nature with an acquisition cost of \$1000 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250 or more. Hardback books with a value or cost of \$25 or more should be classified as an OCO expenditure only if they are circulated to students or the general public.
2. All property, purchased under contracts covered by this agreement or purchased by the Department of Elder Affairs or the Alliance acting as its agent and received by the recipient shall be listed on the property records of the recipient. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/state share, date of acquisition, unit acquisition cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property (including fair market value and sales price at disposition).

3. A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Discrepancies shall be investigated to determine the difference. Any loss, damage or theft of equipment shall be fully investigated and fully documented and if the equipment is purchased with state or federal funds, shall be reported to the Alliance. The property records must be maintained on file and shall be provided to the Alliance upon request.
4. Title (ownership) to all property acquired with funds from any contracts covered by this agreement or otherwise purchased by the Department of Elder Affairs or the Alliance acting as its agent shall be vested in the Department upon completion or termination of the contract(s).
5. At no time shall the recipient dispose of non-expendable property except with the permission of, and in accordance with instructions from the Alliance. Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
6. A budget amendment is required to be submitted and approved by the Alliance's contract manager prior to the purchase of any item of nonexpendable property not specifically listed in the approved budget.
7. The recipient must adhere to the Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract(s) incorporating this agreement by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the Alliance for Aging's LAN administrator's file.

B. Copyright Clause

Where activities supported by any contract(s) incorporating this agreement by reference produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department of Elder Affairs or the Alliance acting as its agent have the right to use, duplicate and disclose such materials in whole or part, in any manner, for any purpose whatsoever and to have others acting on their behalf do so.

If the materials so developed are subject to copyright, trademark or patent, then legal title and every right, interest, claim or demand of any kind in and to any patent, trademark, copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to Section 286.021, F. S., no person, firm or corporation, including parties to this contract, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of State.

C. Grievance and Appeal Procedures

1. In accordance with **ATTACHMENT V**, Minimum Guidelines for Consumer Grievance Procedures, the recipient will develop procedures for handling complaints from persons who complain service has been denied, terminated or reduced.

2. Recipient will establish complaint procedures for older individuals who are dissatisfied with or denied services. These procedures must include notice of the right to complain and to have their complaint reviewed.

D. Investigation of Allegations

Any report that implies criminal intent on the part of this or any other recipient and referred to a governmental or investigatory agency must be sent to the Department of Elder Affairs via the Alliance. The Alliance must investigate allegations regarding falsification of client information, service records, payment requests, and other related information. If the Alliance has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's Office, or other governmental agency, the Alliance shall notify the Inspector General at the Department of Elder Affairs immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Alliance or the recipient must be sent to the Department of Elder Affairs Inspector General with a summary of the investigation and allegations.

E. Disaster

In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department of Elder Affairs may exercise authority over an area agency or service provider to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure area agency and service provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the area agency and its service providers.

In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department of Elder Affairs may exercise authority over an area agency or service provider to implement emergency relief measures and/or activities.

In either of these cases, only the Secretary, Deputy Secretary or his/her designee of the Department of Elder Affairs shall have such authority to order the implementation of such measures. All actions directed by the department under this section shall be for the purpose of ensuring the health, safety and welfare of the elderly in the potential or actual disaster area.

F. Volunteers

The recipient will promote the use of volunteers as prescribed in Section 306(a)(12), Older Americans Act and Section 430.07, Florida Statutes.

G. Business Hours

Recipients who are lead agencies, as defined in 430.203 (9), F.S. or who provide elder helpline services pursuant to this agreement must at a minimum maintain business hours from 8:00 am to 5:00 pm daily, Monday through Friday.

H. Client Information Registration and Tracking System (CIRTS) and Management Information Systems.

For all program contracts incorporating this agreement by reference for which collection of consumer data in CIRTS is required:

1. The Alliance shall employ a Local Area Network (LAN) Administrator who shall assure the recipient's compliance with the requirements of the "LAN Administrator Guidelines" adopted by the department. These "Guidelines" delineate the roles and responsibilities of the Local Area Network Administrator. The Alliance shall assure any other support necessary for full "LAN Administrator Guidelines" compliance, including reporting to the department the operational status of their LAN and Wide Area Network (WAN) in accord with the frequency and format directed in these "Guidelines".
2. The Alliance will ensure the collection and maintenance of consumer and service information on a monthly basis from the Client Information Registration and Tracking System (CIRTS) or any such system designated by the department. Maintenance includes valid exports and backups of all data and systems according to department standards.
3. The recipient shall enter all required data per the department's CIRTS Policy Guidelines for consumers and services in the CIRTS database. The data must be entered into the CIRTS before the recipient submits its request for payment and expenditure reports to the Alliance. The Alliance shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the department.
4. The recipient will run monthly CIRTS reports and verify consumer and service data in the CIRTS is accurate. This report must be submitted to the Alliance with the monthly request for payment and expenditure report and must be reviewed by the Alliance before the recipient's request for payment and expenditure reports can be approved by the Alliance.
5. Failure to ensure the collection and maintenance of the CIRTS data may result in the Alliance enacting the "Enforcement" clause of this agreement (see Section III, C.).
6. Computer System Backup and Recovery

Each recipient, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of agency functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The recipient will submit to the Alliance, annually or upon revision, their written policy for backing up data and software.